

**DAHLGREN DIVISION  
NAVAL SURFACE WARFARE CENTER**

Dahlgren, Virginia 22448-5100

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**NSWCDD/MP-97/208**

**COOPERATIVE RESEARCH AND DEVELOPMENT  
AGREEMENT (CRADA) GUIDEBOOK**

**BY RAMSEY D. JOHNSON**

**DOMESTIC TECHNOLOGY TRANSFER PROGRAM**

**FEBRUARY 1998**

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## FOREWORD

Government-operated Federal laboratories are permitted to enter into Cooperative Research and Development Agreements (CRADAs) under the Stevenson-Wydler Technology Innovation Act of 1980, with subsequent statutory amendments (Section 15 U.S. Code Section 3710a), and Executive Order 12591, Facilitating Access to Science and Technology. CRADAs are permitted with other Federal laboratories, state or local governments, universities, and the private sector.

The Department of Defense (DoD) Domestic Technology Transfer Program Regulation (DoD 3200.12-R-4, 27 Dec 88), SECNAV Instruction 5700.16 of 27 Oct 89 on Domestic Technology Transfer, and the Office of Chief of Naval Research (OCNR) Instruction 5700.1 of 24 Jul 91 on the Navy Domestic Technology Transfer Program issue this authority and provide policy and general guidance for Department of the Navy (DoN) components.

This CRADA guidebook was prepared to facilitate the preparation of CRADAs for the Navy Surface Warfare Center, Dahlgren Division (NSWCDD), by providing guidelines concerning responsibilities, requirements, options, types, format, and contents of such agreements.

Approved by:



MARY E. LACEY, Head  
Systems Research & Technology Department

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## **COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT (CRADA) GUIDEBOOK**

### **GENERAL GUIDANCE**

#### **AUTHORIZATION**

The Stevenson-Wydler Technology Innovation Act of 1980, subsequent statutes (codified in Title 15 U.S. Code Section 3710a) and Executive Order 12591, *Facilitating Access to Science and Technology*, permit Government-operated Federal laboratories to enter into Cooperative Research and Development Agreements (CRADAs) with other Federal agencies, units of state or local governments, industrial organizations (corporations, partnerships, limited partnerships, and industrial development organizations), public and private foundations, nonprofit organizations (universities), and/or other persons (including licensees of inventions owned by the Federal agency).

The Department of Defense (DoD) Domestic Technology Transfer Program Regulation (DoD 3200.12-R-4 of 27 Dec 88), SECNAV Instruction 5700.16 of 27 Oct 89 on Domestic Technology Transfer, and the Office of Chief of Naval Research (OCNR) Instruction 5700.1 of 24 Jul 91 on the Navy Domestic Technology transfer Program issue this authority and provide policy and general guidance for Department of the Navy components.

## CRADA HIGHLIGHTS

A CRADA is an agreement between one or more Federal laboratories and one or more non-Federal parties to perform cooperative and mutually beneficial research and development (R&D).

Under a CRADA, the Naval Surface Warfare Center Dahlgren Division (NSWCDD) can provide personnel, services, facilities, equipment, or other resources with or without reimbursement.

NSWCDD cannot provide funds to non-Federal parties of a CRADA.

Non-Federal parties may provide funds, personnel, services, facilities, equipment, or other resources toward the conduct of specified research or development efforts.

A CRADA is not a procurement contract, grant, or cooperative agreement.

A CRADA is not governed by the Federal Acquisition Regulations (FAR) and the DoD FAR Supplement.

## CRADA BENEFITS

### Technology Leveraging

A means of utilizing non-Navy resources to augment DoD sponsorship of promising technologies to accelerate their development.

### Industrial Growth

An opportunity to generate new and improved products to enhance economic competitiveness of non-Federal partners.

### Quick and Simple

A legal document that can be easily understood and quickly implemented.

## CRADA REQUIREMENTS

R&D conducted under a CRADA must be consistent with the mission of NSWCDD.

The NSWCDD Commander has approval authority for standard CRADAs.

NSWCDD conducts a legal review of each proposed CRADA for compliance with the law and appropriate conflict-of-interest statutes.

A CRADA is subject to ONR review within a statutory 30-day period after CRADA approval.

No individual or organizational conflict of interest may exist in the execution of a CRADA.

CRADAs need not be competitive; however, it is strongly recommended that multiple potential sources be considered to the extent practicable before selecting a partner and negotiating a CRADA. The intent is to obtain the best partner for the Navy and avoid any partiality.

CRADAs may not be used to limit competition among sources in any subsequent procurement in the same area.

CRADA objectives should be mutually beneficial to and protect the interests of all partners to the agreement. CRADAs should be prepared with technical, legal, and management support from all partners.

CRADA partners will mutually provide each other a Confirmatory License Agreement for any nonexclusive license granted under the CRADA.



## **CRADA PARTNERING**

CRADAs represent an opportunity for participants to more effectively and efficiently leverage complementary technical strengths to achieve mutually beneficial objectives. CRADA partnerships often result from the following types of interactions:

- Awareness of common interests via conferences and publications
- Announcements in the Commerce Business Daily (CBD) that directly seek non-Federal partners for collaborative research in a specified field of interest
- Access to Technology Application Assessments (TAAs) - descriptions of NSWCDD technologies available for licensing and development

## **POLICY FACTORS**

Statute requires that all CRADAs include provisions whereby the Government retains or acquires at least a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced throughout the world by or on behalf of the Government any invention made by a Federal employee, or by a collaborating party, or by an employee of a collaborating party that is conceived or first actually reduced to practice in the performance of work under the CRADA.

Royalties or other income received from the licensing or assignment of inventions under CRADAs are retained by NSWCDD and shared with the inventor(s).

## CONSIDERATIONS FOR NAVY PARTNERS

### REQUIREMENTS

Give special consideration to small business firms and consortia involving small businesses.

Give preference to business units located in the United States (U.S.) that agree that products embodying inventions made under the CRADA or produced through the use of such inventions will be manufactured substantially in the U.S.

Follow instructions regarding controls on the release of classified and unclassified militarily critical technology to potential CRADA partners that may be foreign-owned, -controlled, or -influenced (FOCI) organizations.

Protect, as directed by statute, from disclosure under the Freedom of Information Act (FOIA) trade secrets or commercial or financial information obtained in the conduct of research under a CRADA for 5 years.

Safeguard classified information and unclassified sensitive information. CRADA participants requiring access to classified information must comply with current security procedures for handling and protecting classified information. In such cases, NSWCDD must prepare a DD Form 254.

### OPTIONS

Under a CRADA, NSWCDD may

Grant, or agree to grant in advance to a collaborating party, patent licenses or assignments, or options thereto, in any invention made wholly or partially by a Federal employee under the agreement, retaining a nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention or have the invention practiced worldwide by or on behalf of the Government, and such other rights NSWCDD deems appropriate.

Waive in advance, wholly or a partially, any right of ownership that the Federal Government may have to any invention made under the agreement by a collaborating party or employee of a collaborating party, subject to the reservation of Government rights as mentioned above.

Consistent with established NSWCDD requirements and standards of conduct, permit employees or former employees to participate in efforts to commercialize inventions made while in the service of the U.S.

## GENERAL INFORMATION

### CRADA TYPES

In general, the subject matter and purpose of the four prevalent categories of Navy CRADAs are: (1) co-developing and marketing a product, (2) co-developing and/or modifying and marketing software, (3) using Navy facilities, and (4) supplying funds for R&D to be performed by the Navy. These are only examples of generic CRADAs; CRADA topics may vary as warranted.

### AGREEMENT PROCEDURES

#### Information

CRADA information is available from the NSWCDD Technology Transfer Offices (Dahlgren - Code B04; Panama City - Code R052) and the NSWCDD CRADA Coordination Offices (Dahlgren - Code CD2K; Panama City - Code R052).

#### Coordination Offices' Responsibilities

Prepare agreements for respective sites based on CRADA proposal forms submitted by technical staffs. See Appendix A. The proposal information will be integrated into a CRADA document comprising specific articles. See Appendix B.

Consult with NSWCDD and ONR technical and legal staffs, as necessary, to ensure compliance with Navy requirements.

Negotiate specific terms and conditions of proposed agreements as necessary.

Maintain a central file of all approved NSWCDD agreements.

Provide to ONR 362 a copy of all agreements (hard copy and electronic) within 10 working days of agreement approval.

#### Technical Staff Responsibilities

Submit proposed agreements to the local CRADA coordination office in accordance with the proposal format. See Appendix A.

Provide supplementary information to the CRADA Coordination Offices as required.

#### Legal Staff Responsibilities

Provide written legal review and approval (Dahlgren - Code CD222; Panama City - Code CP24)

**APPENDIX A**

**COOPERATIVE RESEARCH AND DEVELOPMENT  
AGREEMENT (CRADA) PROPOSAL FORM AND QUESTIONNAIRE**

(NOTE: Appendix A is available from the Coordination Offices in a PC Word Perfect 8 format file.)

<b>COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT PROPOSAL FORM</b>	Date Received	File Number
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Instructions: Employees of NSWCDD and its Tenant Commands should use this form when proposing a Cooperative Research and Development Agreement (CRADA). Where space on form is inadequate, enter "see attached page," and use plain pages as needed. This form should be printed or typed, signed by both the Navy employee and the non-Navy employee proposing the CRADA, and submitted via the Navy employee's chain of command to the Deputy for Small Business, Code CD2K, Dahlgren, or Code R052, CSS. Non-Navy employee should provide a copy of this form to their employer for their cognizance.

**Part I. COLLABORATORS****1. NAVY PARTNER**

Name: \_\_\_\_\_

Location (Address): \_\_\_\_\_

**2. NON-NAVY PARTNER**

Name: \_\_\_\_\_

Location (Address): \_\_\_\_\_

**Part II. PURPOSE OF COLLABORATION**Describe the nature and intent of this proposed transfer of technology: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_**Part III. CONTACTS****1. NAVY TECHNICAL CONTACT**

Name: \_\_\_\_\_

Location (Department): \_\_\_\_\_

Phone and Facsimile Numbers: \_\_\_\_\_

**2. NON-NAVY TECHNICAL CONTACT**

Name: \_\_\_\_\_

Location (Department): \_\_\_\_\_

Phone and Facsimile Numbers: \_\_\_\_\_

**3. NON-NAVY LEGAL CONTACT**

Name: \_\_\_\_\_

Location (Department): \_\_\_\_\_

Phone and Facsimile Numbers: \_\_\_\_\_

**PART IV. SIGNATURES**

I am proposing the CRADA described herein:

NAVY EMPLOYEE \_\_\_\_\_

NON-NAVY EMPLOYEE \_\_\_\_\_

I am aware of the proposed CRADA described herein:

NAVY BRANCH HEAD (next in chain) \_\_\_\_\_

NAVY DIVISION HEAD (next in chain) \_\_\_\_\_

(comments may be attached to this form)

NSWCDD  
COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT  
QUESTIONNAIRE

This Questionnaire is used by the Technology Transfer Office at the Coastal Systems Station, and the Deputy for Small Business at Dahlgren, to draft a Cooperative Research and Development Agreement. If you have any comments or questions, please contact the Technology Transfer Office at (850) 234-4161 or the Deputy for Small Business by telephone at (540) 653-4806/6808.

Instructions: Navy Technical Contact and non-Navy Technical Contact should work together and consolidate their respective information to complete and submit one Questionnaire. Fill in each blank with the requested information. Where space is inadequate, enter "see attached page" and use plain pages as needed. Upon completion, the Questionnaire should be submitted to the Technology Transfer Office, Code R052 at Panama City, or to the Deputy for Small Business, Code CD2K at Dahlgren.

**1. INTRODUCTION**

Full name of Navy Partner (EX: "NSWCDD"):

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Full Name of non-Navy Partner (if a division or part of a parent company, please state. EX: "Jones and Smith, Incorporated, a subsidiary of Zimmerman Company"):

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Headquarters Location of non-Navy Partner (this is not necessarily the "mailing" address, and it may be a foreign country):

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**2. SUMMARY**

Brief description, preferably in layman's terms, of the intent and nature of the work to be done and how the Partners will participate and benefit. This summary will be used (1) should we need to process the Agreement through the Office of Naval Research (ONR), (2) in internal and public releases from ONR, and (3) in internal and public releases from both the Navy and the non-Navy Partner. This section will be available for public release, even if the identity of the non-Navy Partner is protected from disclosure (this should be a general statement of what the Partners hope to accomplish):

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**3. BACKGROUND**

a. Technology area, or "program," under which the Navy Partner's research will be conducted (EX: *High Voltage Connector Technology, AN/SLQ 32 Program, etc.*):

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b. Specify Partner's North American Industry Classification System (NAICS) Code (if any):

**4. OBJECTIVES**

Description of the objectives of this Agreement and expected results. Include intentions for commercialization, if appropriate. The objectives should define the scope of the work (*this should be more specific than the Summary in Question #2,*):

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**5. SCOPE**

Complete the following sentences, or draft similar sentences to state the scope of the Agreement. You should be as specific as the situation permits and may expand as you find appropriate:

The Partners shall provide personnel knowledgeable in the development of \_\_\_\_\_  
for \_\_\_\_\_ (technology area), the \_\_\_\_\_  
(facility), and \_\_\_\_\_ (equipment) necessary to perform the objectives. The  
Partners shall develop, integrate, demonstrate and evaluate \_\_\_\_\_  
\_\_\_\_\_ (objective) as a potential commercial  
application of their contributing technologies.

**6. PRINCIPAL INVESTIGATOR**

Full name and title/function of Principal Investigator for each Partner (EX: DR. John Doe, Weapons Research Branch Head: Mr. John Civilian, Research Department):

For Navy Partner:

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For Non-Navy Partner (please indicate if this person will also be Program Manager):

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**7. STATEMENT OF WORK**

Division of responsibilities—what each Partner is doing/providing and the schedule. You MUST state any actual, or possibility of, animal or human testing, under the Partner responsible for those clearances (*the use of "bullets" to itemize each specific responsibility is suggested*):

Navy Partner will:

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Non-Navy Partner will:

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Partners will jointly: \_\_\_\_\_

Schedule (usually not to exceed 3 years):

### 8. REPRESENTATIONS

Non-Navy Partner's type of organization (*EX: corporation, partnership, university, etc.*).

\_\_\_\_\_  
State/Country under which non-Navy Partner is organized, exists, is "incorporated."

\_\_\_\_\_  
Non-Navy Partner's type of leaders (*EX: Board of Directors, owner, President, etc.*).

\_\_\_\_\_  
Choose one: Non-Navy Partner ☐ is / ☐ is not a small business (fewer than 500 employees)

### 9. FUNDING

Description of any funding or funding equivalent of resources to be contributed by the Partners. Navy Partner is not allowed to provide funding to non-Navy Partner under a CRADA. List all amounts, schedules, and any specific items for the current fiscal year (FY) and two (2) additional FYs. Navy Partner shall identify sponsor and funding level for each FY (*if no funding is to be provided by non-Navy Partner, enter "No Funding," and enter funding equivalent of effort*).

Non-Navy Partner

FY 1 \_\_\_\_\_  
FY 2 \_\_\_\_\_  
FY 3 \_\_\_\_\_

Navy Partner

FY 1 \_\_\_\_\_  
FY 2 \_\_\_\_\_  
FY 3 \_\_\_\_\_

### 10. REPORTING

a. Number or frequency of written reports each Partner will submit to the other during this agreement on its work and the results being obtained (*only the Partner producing data is required to provide reports; however, both Partners may provide reports*).

Navy Partner will provide \_\_\_\_\_ reports

Non-Navy Partner will provide \_\_\_\_\_ reports

b. All partners will provide annual reporting/status updates upon request of the respective Coordination Offices.



**11. NOTICES**

Name and express mail-usable address (no post office boxes) for non-Navy Partner's receipt of any notices pertaining to or required by this agreement (*this may be the same person signing the agreement*).

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**12. DURATION**

Length of effectiveness, or expiration date, of agreement (EX: 1 year, 2 years, 31 May 1999, etc.).

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**APPENDIX B**

**NAVAL SURFFACE WARFARE CENTER  
DAHLGREN DIVISION (NSWCDD) STANDARD COOPERATIVE  
RESEARCH AND DEVELOPMENT AGREEMENT (CRADA) ARTICLES**

- Article 1: Introduction**—Identifies the Navy and non-Navy partners for this CRADA.
- Article 2: Summary**—Summarizes the CRADA subject content and identifies the benefits to each partner. Also, this section will be used for public announcements.
- Article 3: Background**—Background information on the Federal Technology Transfer Act of 1986, Navy partners and their technologies available for transfer under this CRADA and non-Navy partners and their planned use of the technologies.
- Article 4: Definitions**—Defining exactly what is meant by certain key words that will be used throughout the CRADA; e.g., data, Government purpose license rights, or proprietary information.
- Article 5: Objectives**—Objectives to be accomplished in this CRADA.
- Article 6: Scope and Responsibilities**—Scope of the CRADA and the specific responsibilities for both Navy and non-Navy partners in the performance of this CRADA.
- Article 7: Representations and Warranties**—Information on what Navy and non-Navy partners represent and warrant. The non-Navy segments contain such items as identification of business, type of business (not foreign-owned, small business, etc.), and legal authority.
- Article 8: Funding**—Identification of funding arrangements and cost responsibilities.
- Article 9: Reporting and Publications**—Frequency of and method by which reports will be provided by both Navy and non-Navy partners, agreement to confer before publication, and classification requirements.
- Article 10: Intellectual Property**—Ownership, rights and uses for data, copyrights, and patent rights.
- Article 11: Property**—Title to property developed, costs incurred, and reference to property disposal laws and regulations.
- Article 12: Liabilities**—Government liability, indemnification by non-Navy partner, and force majeure.
- Article 13: General Provisions**—Characteristics of the agreement, agreements between partners, disposal of hazardous substances, officials not to benefit, U.S. competitiveness and public release of this agreement document clauses.
- Article 14: Effective Date and Duration**—Start date for this CRADA and duration of the CRADA.
- Article 15: Surviving Provisions**—Articles 4, 8, 9, 10, 11, 12, 13, and 15 survive the termination of the agreement.
- Article 16: Signatures**—Signatures of official Navy and non-Navy partners.

Appendix A: Statement of Work

Appendix B: Confirmatory License Agreement

**DISTRIBUTION**

	<u>Copies</u>		<u>Copies</u>
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